IN THE UNITED DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

ROSEMARY RAYMUNDO, both individually and on behalf of a class of others similarly situated,	)	
Plaintiff,	)	No. 3:07-cv-50087
-*vs*-	)	
	)	*Judge Kapala*
WINNEBAGO COUNTY, WINNEBAGO COUNTY SHERIFF'S OFFICE, RICHARD A. MEYERS, AND ANDREA TACK,	)	*Magistrate Judge Mahoney*
Defendants.	)	

MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

The plaintiff class, with the agreement of Defendants, moves the Court to grant preliminary approval to the class action settlement agreement attached to this motion as Exhibit 1.

Grounds for this motion are as follows:

1. The parties have agreed to a settlement of this class action. The proposed settlement creates two subclasses; each member of the "temporary detainee subclass" will receive eight hundred and fifty dollars. Each member of the "general population detainee subclass" will receive fifty dollars. The settlement also incorporates an agreement, subject to the

approval of the Court, concerning reimbursement of attorneys' expenses and incentive awards.

2. Counsel for the parties believe that class notice can be mailed by March 6, 2013 and suggest that the fairness hearing be set for a date convenient to the Court at least 28 days thereafter.

3. Attached as Exhibit 2 is the proposed form of class notice. Proposed claim forms and opt-out forms are attached as Exhibit 3.

It is therefore respectfully requested:

A. That the Court grant preliminary approval to the proposed settlement;

B. That the Court set a date and time for a fairness hearing, and authorize the parties to provide notice by first class mail in the form attached as Exhibits 2.

Respectfully submitted,

/s/ Kenneth N. Flaxman
Kenneth N. Flaxman
ARDC No. 830399
200 S. Michigan Ave, Ste 1240
Chicago, IL 60604
(312) 427-3200

An attorney for Plaintiffs

Exhibit 1

IN THE UNITED DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

ROSEMARY RAYMUNDO, both individually and on behalf of a class of others similarly situated,	)	
Plaintiff,	)	No. 3:07-cv-50087
-vs-	)	
	)	*Judge Frederick J. Kapala*
WINNEBAGO COUNTY, WINNEBAGO COUNTY SHERIFF'S OFFICE, RICHARD A. MEYERS, AND ANDREA TACK,	)	
Defendants.	)	

CLASS SETTLEMENT AGREEMENT

This settlement agreement is entered into by all parties to this action through their respective undersigned counsel to resolve all matters at issue in this action.

I. RECITALS

1. **Nature of litigation**. On May 14, 2007, plaintiff filed the above captioned action, for herself and all others similarly situated, in the United States District Court for the Northern District of Illinois alleging violations of rights under the Fourth and Fourteenth Amendments to the United States Constitution, and Title 42 U.S.C. Sections 1983 and 1988. Plaintiff alleged in her second amended complaint that defendants had a written policy mandating strip searches of certain new detainees which violated the Fourth and Fourteenth Amendments of the Unit-

ed States Constitution. Specifically, plaintiff asserts that the subject policy mandated strip searches of individuals brought in on court orders regardless of the level of offense, whether it involved weapons or a controlled substance, or if there was particularized suspicion.

2. **Class Certification.** Pursuant to the Court's order of October 29, 2010, the instant case is proceeding as a class action for:

> Any person who, between May 14, 2005, and April 27, 2007, was arrested on a warrant issued in a traffic, regulatory, or misdemeanor case for an offense that did not involve weapons or a controlled substance and, following arrival at the Winnebago County Jail, was subjected to a strip and/or visual body cavity search without any individualized finding of reasonable suspicion or probable cause that he or she was concealing contraband or weapons.

3. **Size of the Class:** The class certified in the Court's order of October 29, 2010 consists of 2442 persons who were processed into the general population of the Winnebago County Jail and 1919 persons who were "temporary detainees" at the Jail and not admitted to the general jail population.

4. **The Florence Decision:** On April 2, 2012, the United States Supreme Court decided *Florence v. Board of Chosen Freeholders,* 132 S.Ct. 1510 (2011). Counsel for the parties agree that *Florence* casts substantial doubt on the viability of the claims of the 2,442 persons who were processed into the general population of the Winnebago County Jail. Counsel also agree that *Florence* casts some doubt on the viability of the claims of the 1919 "temporary detainees." Accordingly, the parties agree that the case should be resolved for two subclasses (new material shown in *italics):*

> Any person who, between May 14, 2005, and April 27, 2007, was arrested on a warrant issued in a traffic, regulatory, or misdemeanor case for an offense that did not involve weapons or a controlled substance and, following arrival at the Winnebago County Jail, was subjected to a strip and/or visual body cavity search without any individualized finding of reasonable suspicion or probable cause that he or she was concealing contraband or weapons and, *as appears in the records of the Winnebago County Jail*

A. Temporary Detainee Subclass

was released without being admitted to the general population of the Jail, or

B. General Population Detainees Subclass

was processed into the general population of the Jail

5. **Settlement Process**. The parties reached this proposed settlement with the assistance and guidance of Magistrate Judge Mahoney. The proposed settlement was presented to and approved by the Winnebago County Board. The proposed settlement takes into account the risks, delay and difficulties involved in establishing a right to recovery in excess of that offered by this settlement and the likelihood that the litigation will be further protracted.

6. **Certification by Class Counsel:** Class Counsel have investigated the facts and the applicable law and believe that it is in the best interest of the class to enter into this Settlement Agreement.

7. **Denial of Liability:** Winnebago County and the Winnebago County Sheriff's Office vigorously contest and deny each and every claim and all material allegations by the plaintiffs. Strip searches are a common practice at every jail

and prison in the United States. Illinois Statute provides for strip searches of individuals remanded to a correctional facility. Prior to 2005 the Winnebago County Sheriff's Office enacted a strip search policy that complied with Illinois law and was similar to several other correctional facilities in Illinois. Federal courts subsequently questioned the constitutionality of the Illinois statute. This issue has been the subject of litigation in Illinois as well as other states. The Winnebago County Sheriff's Office and other correctional facilities have since changed their policies to ensure they are consistent with recent changes in the law.

Plaintiffs in this case contend the Winnebago County Sheriff's Office's strip search policy between May 14, 2005 and April 27, 2007 was unconstitutional under federal law despite the policy's compliance with state law. The Winnebago County Sheriff's Office maintains its policy complied with the applicable laws and did not violate any detainee's constitutional rights. The Court has allowed this case to proceed as a class action, but has not ruled on whether the Winnebago County Sheriff's Office's policy is constitutional. U.S. Supreme Court precedent supports the constitutionality of the Sheriff's Office's policy as applied to detainees placed in general population.

Winnebago County and the Winnebago County Sheriff's Office nonetheless have concluded that it is in their best interests, and in the best interests of the citizens of Winnebago County, that the Action be settled on the terms and conditions set forth in this Agreement. Winnebago County and the Winnebago County

Sheriff's Office reached this conclusion after considering the factual and legal issues in the Action, the substantial benefits of a final resolution of the Action, the expense that would be necessary to defend the Action through trial and any appeals that might be taken, the benefits of disposing of protracted and complex litigation, and the desire of Winnebago County and the Winnebago County Sheriff's Office to conduct their business unhampered by the distractions of continued litigation.

As a result of the foregoing, Winnebago County and the Winnebago County Sheriff's Office enter into this Agreement without in any way acknowledging any fault, liability, or wrongdoing of any kind. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Winnebago County or the Winnebago County Sheriff's Office of the truth of any of the allegations made in the Action, or of any liability, fault, or wrongdoing of any kind whatsoever on the part of Winnebago County or the Winnebago County Sheriff's Office, or shall be used as precedent in the future against Winnebago County and the Winnebago County Sheriff's Office in any way.

8. To the extent permitted by law, neither this Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be offered as evidence or received in evidence in any pending or future civil, criminal, or administrative action or proceeding, to establish any liability or

admission by Winnebago County and/or the Winnebago County Sheriff's Office, except in any proceedings brought to enforce the Agreement.

9. Neither this Agreement, nor any pleading or other paper related in any way to this Agreement, nor any act or communication in the course of negotiating, implementing or seeking approval of this Agreement, shall be deemed an admission by Winnebago County or the Winnebago County Sheriff's Office that certification of a class or subclass is appropriate in any other litigation, or otherwise shall preclude Winnebago County or the Winnebago County Sheriff's Office from opposing or asserting any argument it may have with respect to certification of any class(es) or subclass(es) in any proceeding or this Action, or shall be used as precedent in any way as to any subsequent conduct of Winnebago County or the Winnebago County Sheriff's Office except as set forth herein.

II. DEFINITIONS

10. In addition to the foregoing, the following terms shall have the meanings set forth below:

a. "Winnebago County" means the County of Winnebago and/or any other successors, assigns or legal representatives thereof.

b. "Sheriff" means the Winnebago County Sheriff's Office and/or any other successors, assigns or legal representatives thereof.

c. "Potential Class Members" means all persons who would qualify as part of the Class, prior to the date by which exclusion from the Class must be requested.

d. "Released Claims" means and includes any and all Unknown Claims, known claims, and rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, interest, costs, expenses or losses, for the acts alleged or which are or could have been alleged by the Named Plaintiff or the Potential Class Members in this Action, or relate in any way whatsoever to this Action regarding strip and/or visual body cavity searches of detainees at the Winnebago County Jail.

e. "Agreement" means this Class Settlement Agreement.

f. "Released Persons" means Winnebago County, Winnebago County's counsel, the Winnebago County Sheriff's Office, the Sheriff's counsel, and any of the Sheriff's Office's and/or Winnebago County's past, present or future officers, agents, employees and/or independent contractors, and/or any other successors, assigns, or legal representatives thereof.

III. RELIEF

11. **Monetary Relief to the Class.** To resolve all claims at issue in this case, the parties have agreed that, as part of the consideration for this Agreement, Defendants will pay no more than $2,293,250 (Two Million Two Hundred Ninety Three Thousand Two Hundred and Fifty Dollars) to cover damages for class members, incentive awards, and fees and costs of counsel.

12. **Incentive Payments.** The named plaintiff Rosemary Raymundo, shall, subject to the approval of the Court, receive an incentive award of $45,000; class member Christine Marks, shall, subject to the approval of the Court, receive an incentive award of $5,000. Such awards shall be in lieu of, and not in addition to, any other awards or payments to which either Raymundo or Marks may be entitled under this settlement. These incentive awards will be paid from the monetary relief to the Class.

13. **Administration of the Settlement**. The settlement will be administered by an independent entity, to be selected by defendants, with the advice and consent of Class Counsel. All costs of administration of the settlement shall be paid by defendants separate and apart from the monetary relief to the Class.

14. **Payments to Class Members:** The parties, while recognizing that each Class Member may have a distinct claim for damages, agree that the expense, uncertainly, and delay of providing each class member with an individual determination of damages outweighs the benefits of a distribution based on date of occurrence. The parties also agree that, in light of the intervening decision of the United States Supreme Court in *Florence v. Board of Chosen Freeholders*, 132 S.Ct. 1510 (2011), different awards are appropriate for persons who were "general population detainees" and persons who were "temporary detainees," as defined in paragraph 4 above. The parties agree that each "general population detainee" shall receive an award of fifty dollars ($50); each "temporary detainee" shall receive an award of eight hundred and fifty dollars ($850).

15. **One Payment:** Each Class Member shall receive one award even though he (or she) may have been subjected to more than one strip search. A person who was, on separate occasions, held as a temporary detainee and as a general population detainee shall receive one award as a temporary detainee.

16. **Late Claims:** The Administrator shall pay, within 60 days of receipt, all claims submitted by Class Members within the nine month period fol-

lowing the approval of this agreement, provided, however, that the Class Member has established, to the satisfaction of counsel for the parties, good cause for his or her delay. "Good cause" includes, but is not limited to, whether the class member received timely notice of this settlement and the reason, if any, for the delay in submitting a claim. Any dispute between counsel about whether a particular class member has established good cause shall be submitted to the Court for resolution.

17. **Reversion to County:** Defendants have agreed to pay no more than $2,293.250 to cover damages for Class Members, incentive awards, and fees and costs of counsel. Defendants shall keep any portion of the settlement funds not paid toward damages for Class Members, incentive awards and fees and costs of counsel.

18. **Attorneys' Fees and Expenses:** Attorneys' fees and costs were not finally negotiated by Class Counsel and counsel for the Released Parties until after full agreement had been reached on the monetary relief for the class. The parties agreed that subject to the approval of the Court, class counsel will receive fees in the amount of $480,000 (four hundred eighty thousand dollars) and costs in the amount of $10,000 (ten thousand dollars). The parties agreed that class counsels' fees and costs shall not exceed said amounts.

IV. NOTICE AND CLAIMS PROCEDURE

19. Within forty-five days after the Court has given its preliminary approval to this proposed settlement, notice of the proposed settlement, and infor-

mation about the date and time of the fairness hearing will be sent by first class mail to the last ascertainable address of each Class Member. “Ascertainable” means the last known address as enhanced by the United States Postal Service change of address database. The cost of this notice shall be paid by defendant Winnebago County.

20. To participate in this settlement, each Class Member must submit a sworn Claim Form postmarked no later than the date certain established on the final Class Notice. The Class Notice will include a forwarding and return address, which will be a Post Office Box controlled by the Class Administrator.

V. DECEASED, DISSOLVED, BANKRUPT, OR INCAPACITATED CLASS MEMBERS

21. Where a Class Member is deceased and a payment is due to that Class Member, upon receipt of a proper notification and documentation, settlement payment shall be made in accordance with Illinois law.

22. Where a Class Member has been declared bankrupt, or is the subject of an open and ongoing bankruptcy proceeding, and a payment is due to the Class Member, upon receipt of proper notification and documentation, the settlement payment shall be made to such Class Member in accordance with applicable United States Bankruptcy Code laws.

VI. COMMUNICATIONS WITH THE CLASS

23. The Class Notice shall list Class Counsels' addresses. Other than as provided for in this Agreement, communications relating to the Action or this Settlement with persons receiving Class Notices and Potential Class Members shall be through Class Counsel. Nothing in this Agreement shall be construed to prevent Winnebago County, the Sheriff, their employees, agents, or representatives from communicating with Potential Class Members or Class Members in the normal course of their operations.

VII. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION OF STIPULATION

24. If the Court disapproves this Agreement or fails to rule, or if the Court enters the Final Judgment but it is reversed or vacated on appeal, this Agreement shall be null and void and of no force and effect. If the Court materially modifies any provision of the Agreement or proposed Final Judgment, or if either is materially modified on appeal or remanded to the Court for modification, with Winnebago County and the Sheriff determining what is "material" in the use of its reasonable discretion, Winnebago County, the Sheriff or Class Counsel shall have the option of terminating this Agreement and withdrawing this consent to the entry of the Final Judgment, in which case this Agreement shall be null and void and of no force and effect.

25. If any financial obligation is imposed upon Winnebago County in addition to or greater than those specifically set out in this Agreement, Winnebago County may withdraw its consent to the entry of the Final Judgment, in which case this Agreement shall be null and void and of no force and effect.

26. The "Effective Date" of this Agreement shall be the date on which the Court enters an order approving this proposed settlement.

VIII. OBJECTIONS

27. A Class Member may file a notice of intent to object to the proposed settlement. The written notice of intent to object must be filed with the Clerk of the Court not later than 7 days before the date set for the Final Settlement Hearing.

IX. REPRESENTATIONS AND WARRANTIES

28. Plaintiff and Class Counsel warrant and represent that no promise or inducement has been offered or made for this Agreement except as set forth herein, that this Agreement is executed without any reliance whatsoever on any statements or representations not contained herein, including but not limited to any statements, conduct, disclosure or non-disclosure or representations regarding discovery in the Action, and that this Agreement reflects the entire agreement among the parties with respect to the terms of the Release. The warranties and representations made herein shall survive the execution and delivering of this Agreement and shall be binding upon the parties' heirs, representatives, successors and assigns.

X. RELEASES

29. Upon the Effective Date, Plaintiff, all Class Members, and their heirs, trustees, executors, administrators, principals, beneficiaries, assigns and successors will be bound by the Final Judgment and conclusively deemed to have fully released, acquitted and forever discharged, as defined in paragraph 10(d).

30. "Released Persons" means Winnebago County, Winnebago County's counsel, the Winnebago County Sheriff's Office, the Sheriff's counsel, and any of the Sheriff's and/or Winnebago County's past, present or future officers, agents, employees and/or independent contractors, and/or any other successors, assigns, or legal representatives thereof.

31. All people and entities who meet the Class Definition and who have not timely filed "opt out" forms shall be forever barred from prosecuting their own lawsuit asserting any of the claims at issue in this litigation and they and their heirs, executors, administrators, representatives, agents, partners, successors and assigns shall be deemed to have fully released and forever discharged the Released Persons (defined below) from all Released Claims (defined below).

32. "Released Claims" means and includes any and all Unknown Claims, known claims, and rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, interest, costs, expenses or losses, for the acts alleged or which are or could have been alleged by the Named Plaintiff or the

Potential Class Members in this Action, or relate in any way whatsoever to this Action regarding strip and/or visual body cavity searches of detainees at the jail.

XI. MISCELLANEOUS PROVISIONS

33. The parties hereto and their undersigned counsel agree to undertake their best efforts and mutually cooperate to effectuate this Agreement and the terms of the proposed settlement set forth herein, including taking all steps and efforts contemplated by this Agreement, and any other steps and efforts which may become necessary by order of the Court or otherwise. The parties hereto further agree to defend this Agreement against objections made to final approval of the Settlement or in any appeal of the Final Judgment or collateral attack on the Agreement or Final Judgment. Class Counsel will not seek from Winnebago County, Winnebago County's counsel, the Winnebago County Sheriff's Office, the Sheriff's counsel, and any of the Sheriff's and/or Winnebago County's past, present or future officers, agents, employees and/or independent contractors, and/or any other successors, assigns, or legal representatives thereof any additional compensation, including attorney fees, cost, expenses or reimbursements for any work that may be involved in defending this Agreement.

34. The undersigned counsel represent that they are fully authorized to execute and enter into the terms and conditions of this Agreement on behalf of their respective clients. The material terms of this Agreement has been presented to and approved by the Winnebago County Board.

35. Except as otherwise provided between the parties, this Agreement contains the entire agreement between the parties hereto, and supersedes any prior agreements or understandings between them. All terms of this Agreement are contractual and not mere recitals, and shall be construed as if drafted by all parties hereto. The terms of this Agreement are and shall be binding upon each of the parties hereto, their agents, attorneys, employees, successors and assigns, and upon all other persons claiming any interest in the subject matter hereof through any of the parties hereto, including any Class Member.

36. Any claim form or opt-out form must be signed individually by a Class Member, not as or on behalf of a group, class, or subclass, except that such claim form or opt-out form may be submitted on behalf of an individual Class Member by the executor or administrator of a deceased Class Member's estate, or the legal guardian of a Class Member who has been declared incompetent.

37. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

38. **Enforcement and Reservation of Jurisdiction**. The parties agree that the Court will reserve jurisdiction to enforce the provisions of this Agreement. If the Court approves the settlement, it will enter an order of dismissal that will

dismiss the litigation with prejudice as to all Class Members, except those persons who have timely filed "opt out" forms.

39. Rosemary Raymundo brings this action individually and as a class member and class representative on behalf of the certified class. Ms. Raymundo voluntarily agrees to settle her individual claims, agrees to settle her claim as an individual class member, and agrees to settle this case on behalf of the entire certified class, acting as class representative, in consideration of a lump sum award of $45,000. In doing so, Ms. Raymundo explicitly waives her individual right under Rule 23 of the Federal Rules of Civil Procedure to opt out of or object to the class settlement. Ms Raymundo affirms that she has read this entire Agreement, has had all its terms explained and executes it voluntarily with full knowledge of its significance after consultation with her attorneys representing her individual interests and representing all class members.

Agreed to, this 8th day of January, 2013 by the party representatives below who have affixed their signatures showing their assent to the above Class Settlement Agreement.

Plaintiff Rosemary Raymundo

Rosemary Raymundo ______________________ Date: 1-8-2013

Attorney for Plaintiff and for the Class

______________________ Date: 1-8-2013

______________________ Date: 1-8-2013

Attorney for Defendants

______________________ Date: 1-8-2013

Exhibit 2

IN THE UNITED DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

ROSEMARY RAYMUNDO, both individually and on behalf of a class of others similarly situated,	)	
Plaintiff,	)	No. 3:07-cv-50087
-*vs*-	)	Judge Frederick J. Kapala
WINNEBAGO COUNTY, and WINNEBAGO COUNTY SHERIFF'S OFFICE,	)	
Defendants.	)	

NOTICE OF HEARING ON SETTLEMENT OF CLASS ACTION

TO: Any person who, between May 14, 2005, and April 27, 2007, was arrested on a warrant issued in a traffic, regulatory, or misdemeanor case for an offense that did not involve weapons or a controlled substance and, following arrival at the Winnebago County Jail, was subjected to a strip and/or visual body cavity search without any individualized finding of reasonable suspicion or probable cause that he or she was concealing contraband or weapons.

A proposed settlement of this case has been submitted to the Court for approval. This document describes the proposed settlement and gives instructions about what you must do if you are a class member and a) wish to participate in the settlement or b) exclude yourself from this case, or c) if you believe that the proposed settlement should not be approved.

PLEASE READ THIS NOTICE CAREFULLY
THIS IS NOT A NOTICE OF A LAWSUIT AGAINST YOU.
YOU MAY BENEFIT FROM READING THIS NOTICE

WHAT THIS CASE IS ABOUT

The plaintiffs in this action are the class of persons identified above. The defendants are the Winnebago County Sheriff's Office and Winnebago County, Illinois. The named plaintiff was temporarily detained at the Winnebago County Jail sometime between May 14, 2005 and April 27, 2007 and was never placed in to the jail's general population. The named plaintiff filed this action, on behalf of herself and others similarly situated between May 14, 2005 and April 27, 2007. The action is pending in the United States District Court for the Northern District of Illinois and alleges violations of rights secured by the United States Constitution..

On October 29, 2010, United States District Judge Frederick J. Kapala ordered that the case may proceed as a class action. Thereafter, with the assistance of Magistrate Judge P. Michael Mahoney, counsel for the parties were able to negotiate a settlement.

THE PROPOSED SETTLEMENT

Counsel for the parties have agreed to a settlement of all claims at issue in this case. Defendants have agreed to pay not more than $2,293,250 to cover damages for class members, incentive awards, and fees and costs of counsel. Administrative costs will be paid separately by defendants. One million seven hundred fifty three thousand two hundred and fifty dollars ($1,753,250) is allocated in the settlement for payment to class members.

The United States Supreme Court in *Florence v. Board of Chosen Freeholders,* 132 S.Ct. 1510 (2011), upheld the constitutionality of strip and/or visual body cavity searches of detainees placed in the jail's general population. The *Florence* decision did not decide whether it was constitutional to strip and/or perform a visual body cavity search on temporary detainees. In light of the *Florence* decision, and in an effort to amicably resolve all pending claims, the parties have agreed that the case should be resolved for the following two subclasses:

> Any person who, between May 14, 2005, and April 27, 2007, was arrested on a warrant issued in a traffic, regulatory, or misdemeanor case for an offense that did not involve weapons or a controlled substance and, following arrival at the Winnebago County Jail, was subjected to a strip and/or visual body cavity search without any individualized finding of reasonable suspicion or probable cause that he or she was concealing contraband or weapons and, as appears in the records of the Winnebago County Jail
>
> **Temporary Detainee Subclass:** was released without being admitted to the general population of the Jail, or
>
> **General Population Detainee Subclass:** was processed into the general population of the Jail

If the Court approves the proposed settlement, each member of the "temporary detainee subclass" will receive eight hundred and fifty dollars ($850), and each member of the "general population detainee subclass" will receive an award of fifty dollars ($50). The named plaintiff will receive an incentive award of $45,000. The deponent witness will receive an incentive award of $5,000. Attorneys' fees and costs, which were negotiated after full agreement had been reached on the monetary relief for the class, will be paid by defendants in an amount to be determined by the court and not to exceed $480,000 (four hundred eighty thousand dollars) and $10,000 for costs.

RELEASE

If you desire to participate in this settlement, you must complete a claim form and provide the Defendants a "release" which means that you cannot sue about anything not pending in court that arises out of your incarceration at the Winnebago County Jail.

CLASS COUNSEL'S OPINIONS

The class is represented by attorneys James R. Fennerty, 36 South Wabash, Suite 1310, Chicago, Illinois 60603 (312) 345-1704 and Kenneth N. Flaxman, 200 South Michigan Avenue, Suite 201, Chicago, Illinois 60604 (312) 698-9084. Class Counsel has investigated the facts and the applicable law and considers this settlement to be in the best interest of the class.

NO ADMISSION OF LIABILITY

By settling this lawsuit, Defendants do not admit that they have done anything wrong. Defendants expressly deny any wrongdoing and/or violation of any individual's constitutional rights Defendants further state that strip searches are a common practice at every jail and prison in the United States. Illinois Statute provides for strip searches of individuals remanded to a correctional facility. Prior to 2005 the Winnebago County Sheriff's Office enacted a strip search policy that complied with Illinois law and was similar to several other correctional facilities in Illinois. Federal courts subsequently questioned the constitutionality of the Illinois statute. This issue has been the subject of litigation in Illinois as well as other states. The Winnebago County Sheriff's Office and other correctional facilities have since changed their policies to ensure they are consistent with recent changes in the law.

Plaintiffs in this case contend the Winnebago County Sheriff's strip search policy between May 14, 2005 and April 27, 2007 was unconstitutional under federal law despite the policy's compliance with state law. The Winnebago County Sheriff's Office maintains its policy complied with the applicable laws and did not violate any detainee's constitutional rights. The court has allowed this case to proceed as a class action, but has not ruled on whether the Winnebago County Sheriff's policy was constitutional. U.S. Supreme Court precedent supports the constitutionality of the Sheriff's policy as applied to detainees placed in general population. The U.S. Supreme Court has ruled that strip and/or visual body cavity searches of detainees placed in general population is constitutional.

Despite the constitutionality of strip and/or visual body cavity searches of general population detainees, Defendants have agreed to settle and resolve all claims with detainees admitted to the general population of the Winnebago County Jail between May 14, 2005 and April 27, 2007 that fit within this class definition to amicably resolve all pending claims for all detainess – whether it be general or temporary detainees. Defendants, by agreeing to resolve said claims, do not agree to resolve claims of detainees held at the Winnebago County Jail outside the time period of this class and will vigorously defend any such claims based upon the constitutionality of such strip and/or visual body cavity searches.

NOW, THEREFORE, NOTICE:

A hearing will be held before this Court in Courtroom ____, United States Courthouse, 327 South Church Street, Rockford, Illinois 61101, on ________ __, 2013 at __:__ _.m., or as soon thereafter as counsel can be heard. The hearing shall be for the purpose of determining whether the terms of the proposed class settlement are fair, reasonable, and adequate, and whether the proposed settlement should be approved by the Court. This hearing may be adjourned from time to time without further written notice to the class.

Any class member who wishes to be heard either in support or in opposition to the proposed settlement must file his or her written objection or comment with the Clerk of the United States District Court for the Northern District of Illinois, 327 South Church Street, Rockford, Illinois 61101 on or before ________ __, 2013. Written objections or comments will be considered whether or not the class member attends the hearing.

YOUR OPTIONS

If you are an eligible class member and wish to receive a portion of the settlement proceeds, you **must** return the claim form at the end of this notice by ________ __, 2013. If the settlement is finally approved by the Court, and if you are an eligible class member, you will receive a check in an amount calculated in the manner explained above.

If you do not wish to participate in this case, you have the right to opt-out, which means to exclude yourself from both the class action and the settlement. To opt-out, you must return the opt-out form to one of the attorneys for plaintiff, Kenneth N. Flaxman, 200 South Michigan Avenue, Suite 201, Chicago, Illinois 60604. **The form must be received by ___________ __, 2013.**

The foregoing references to the lawsuit and the settlement agreement are only summaries. The settlement agreement and all other papers filed in this action may be examined and copied in the Office of the Clerk, 327 South Church Street, Rockford, Illinois between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday.

Do not call either the Office of the Clerk, Judge Kapala or Judge Mahoney for information about the case.

Thomas G. Bruton
Clerk, United States District Court

Exhibit 3

NAME
ADDRESS
CITY STATE ZIP

RETURN THIS FORM TO
[CLAIM ADMINISTRATOR, ADDRESS]

YOU MUST FILL OUT THIS FORM TO PARTICIPATE IN THE SETTLEMENT OF *Raymundo v. Winnebago County*

I was arrested on a warrant issued in a traffic, regulatory, or misdemeanor case for an offense that did not involve weapons or a controlled substance between May 14, 2005 and April 27, 2007. Following arrival at the Winnebago County Jail, I was subjected to a strip and/or visual body cavity search without any individualized finding of reasonable suspicion or probable cause that I was concealing contraband or weapons. I was released without being admitted to the general population of the Winnebago County Jail.

By signing below, I hereby covenant not to sue and to release and forever discharge Winnebago County, Winnebago County's counsel, the Winnebago County Sheriff's Office, the Sheriff's counsel, and any of the Sheriff's and/or Winnebago County's past, present or future officers, agents, employees and/or independent contractors, and/or any other successors, assigns, or legal representatives thereof ("Released Persons") of and from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, restitution, disgorgement, costs, attorneys' fees, losses, expenses, obligations or demands, of any kind whatsoever that I may have or may have had, whether in arbitration, administrative, or judicial proceedings, whether known or unknown, suspected or unsuspected, threatened, asserted or unasserted, actual or contingent, liquidated or unliquidated, that were alleged in this lawsuit. This release does not extend to any claim that has not yet accrued.

My social security number is ______-____-_________.

I certify under penalties of perjury as provided by law that the above statements are true.

Dated: ___________________

____
signature

[SUBCLASS A, Temporary Detainee Subclass]

NAME
ADDRESS
CITY STATE ZIP

RETURN THIS FORM TO
[CLAIM ADMINISTRATOR, ADDRESS]

YOU MUST FILL OUT THIS FORM TO PARTICIPATE IN THE SETTLEMENT OF *Raymundo v. Winnebago County*

I was arrested on a warrant issued in a traffic, regulatory, or misdemeanor case for an offense that did not involve weapons or a controlled substance between May 14, 2005 and April 27, 2007. Following arrival at the Winnebago County Jail, I was subjected to a strip and/or visual body cavity search without any individualized finding of reasonable suspicion or probable cause that I was concealing contraband or weapons. I was processed into the general population of the Winnebago County Jail.

By signing below, I hereby covenant not to sue and to release and forever discharge Winnebago County, Winnebago County's counsel, the Winnebago County Sheriff's Office, , the Sheriff's counsel, and any of the Sheriff's and/or Winnebago County's past, present or future officers, agents, employees and/or independent contractors, and/or any other successors, assigns, or legal representatives thereof. ("Released Persons) of and from any and all liabilities, claims, cross-claims, causes of action, rights, actions, suits, debts, liens, contracts, agreements, damages, restitution, disgorgement, costs, attorneys' fees, losses, expenses, obligations or demands, of any kind whatsoever that I may have or may have had, whether in arbitration, administrative, or judicial proceedings, whether known or unknown, suspected or unsuspected, threatened, asserted or unasserted, actual or contingent, liquidated or unliquidated, that were alleged in this lawsuit. This release does not extend to any claim that has not yet accrued.

My social security number is ______-____-_________.

I certify under penalties of perjury as provided by law that the above statements are true.

Dated: ____________________

____
signature

[SUBCLASS B, General Population Detainee]

IN THE UNITED DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION

ROSEMARY RAYMUNDO, both individually and on behalf of a class of others similarly situated,	)	
Plaintiff,	)	No. 3:07-cv-50087
-vs-	)	Judge Frederick J. Kapala
WINNEBAGO COUNTY, and WINNEBAGO COUNTY SHERIFF'S OFFICE,	)	
Defendants.	)	

OPT OUT FORM

I have read the notice which came with this opt-out form and I do not desire to participate as a member of the class in the above named case.

I understand that by signing this form, I will not be represented by class counsel, but must proceed on my own.

Dated: ____________________

____
name

______________________________ ad-
dress

____
city state zip

If you do not wish to participate in this case, you must return this "opt out" form to the Law Offices of Kenneth N. Flaxman, 200 South Michigan Avenue, Suite 201, Chicago, Illinois 60604 by ____________.

This means that the form must be received at the office of class counsel by August 29, 2011(not simply put in the mail by then).

CERTIFICATE OF SERVICE

I hereby certify that on the 11th day of Jan, 2013, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the following: William B. Oberts, Tribler Orpett and Meyer, P.C., 225 West Washington Street, Suite 1300, Chicago, IL 60606, and Gregory Michael Minger, Winnebago County State's Attorney, 400 West State Street, Suite 804, Rockford, IL 61101, and I hereby certify that I have mailed by United States Postal Service the document to the following non CM/ECF participants: none.

/s/ Kenneth N. Flaxman

Kenneth N. Flaxman
ARDC Number 08830399
200 S Michigan Ave, Ste 1240
Chicago, IL 60604-2430
(312) 427-3200 (phone)
(312) 427-3930 (fax)
knf@kenlaw.com (email)